REMARKS

This application has been reviewed in light of the Non-final Office Action of November 8, 2007. Claims 1-27 are pending, and all claims are rejected. In response, claims 1, 7, 12, 19, 21, 22 and 25 are amended, claim 2 is cancelled without prejudice, and the following remarks are submitted. Upon entry of this Response, claims 1 and 3-27 will be pending in the Application. Reconsideration of this application, as amended, is requested.

In the outstanding Office Action, the Examiner rejected claim 7 due to informalities; rejected claim 19 under 35 U.S.C. 112 as being indefinite; rejected claims 1, 8, 10-12, and 18-19 under 35 U.S.C. 102(b) as being unpatentable by Robyn Meredith (hereinafter referred to as Robyn); rejected claims 2-7, 9, and 20 under 35 U.S.C. 103(a) as being unpatentable over Robyn in view of Official Notice; rejected claims 21-22, and 25-26 under 35 U.S.C. 103(a) as being unpatentable over Robyn in view of Simon *et al.* (U.S. Patent No. 6,195,648), hereinafter referred to as "Simon"; rejected claims 17 and 23 under 35 U.S.C. 103(a) as being unpatentable over Robyn in view of Streit *et al.* (EP 762363), hereinafter referred to as "Streit"; and rejected claims 24 and 27 under 35 U.S.C. 103(a) as being unpatentable over Robyn in view of Simon.

Objection to the Claims

The Examiner objected to claim 7 for various informalities. In response thereto, applicant has amended claims 7 in a manner believed to overcome the objection.

Rejection Under 35 U.S.C. 112

The Examiner rejected claim 19 under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter applicant regards as the invention.

Applicant respectfully traverses the rejection of claim 19 under 35 U.S.C. 112, second paragraph.

The Examiner stated that in claim 19, the language "capable" is vague and indefinite, and it is unclear whether the device has to actually perform upon activation of rendering the vehicle operable for a predetermined period of time, the vehicle otherwise being inoperable with the installed device or not. In response thereto, Applicant has amended claim 19 in a manner that is believed to overcome the Examiner's rejection.

Therefore, in view of the above, Applicant submits that claim 19 is not indefinite and complies with the provisions of 35 U.S.C. 112, second paragraph, and therefore is allowable.

Rejection Under 35 U.S.C. 102

The Examiner rejected claims 1, 8, 10-12, and 18-19 under 35 U.S.C. 102(b) as being anticipated by Robyn.

In Paragraphs 2-9 of the Office Action, the Examiner stated the following:

> As per claim 1, Robyn teaches a method for leasing a motor vehicle to a credit challenged customer comprising the steps of: selecting a vehicle based on predetermined financial criteria (¶ 22-23, ¶ 13, ¶ 15 and ¶ 18-19); approving a lease for the vehicle (¶ 1 and 5); funding the lease (¶ 1, 5, 8, 12 and 29); selecting and installing into the vehicle a device capable upon activation of rendering the vehicle operable for a predetermined period of time, the vehicle otherwise being inoperable with the installed device (¶ 1, ¶ 4-5); activating the device to render the vehicle operable for a predetermined lease period after receiving a predetermined lease payment from the customer for the predetermined lease period (¶ 1; ¶ 4-5) (and) delivering the vehicle to the customer (¶ 1 and 3).
>
> As per claim 8, Robyn teaches the method of claim 1 described above. Robyn further teaches the step of approving the lease is performed electronically (¶ 1).
>
> As per claim 10, Robyn teaches the method of claim 1 described above. Robyn further teaches including the step of tracking predetermined lease information by a microprocessor (¶1; 5; 28).
>
> As per claim 11, Robyn teaches the method of claim 1 described above. Robyn further teaches including the step of transferring lease information to a third party wherein the third party tracks the lease and issues at least one predetermined lease schedule (¶1; 5; 28).
>
> As per claim 12, Robyn teaches the method of claim 1 described above. Robyn further teaches wherein the device capable upon activation of rendering the vehicle operable for a predetermined period of time comprises a device with a microprocessor connected to the vehicle's ignition system to prevent starting of the vehicle without a predetermined authorization (¶ 1; 5; 28).
>
> As per claim 18, please refer to claim 1 rejection described above.
>
> As per claim 19, Robyn teaches a system for leasing a motor vehicle to a credit challenged consumer comprising: a device capable upon activation of rendering the vehicle operable for a predetermined period of time, the vehicle otherwise being inoperable with the installed device (¶ 1); means for obtaining a funded lease for the vehicle (¶ 4-5); and a means for activating the device upon payment of a predetermined lease amount (¶ 5).

Applicant respectfully traverses the rejection of claims 1, 8, 10-12, and 18-19 under 35 U.S.C. 102(b).

Robyn, as understood, is a New York Times article that provides an anecdotal recount of one auto dealer's program for leasing used cars to "poor people with no credit or bad credit", or "to anyone who can come up with at least $50 a week" (Robyn, ¶ 4-5). Customers must pay up weekly to get a code they can punch into a device attached to the dashboard or the car stays parked. Car buyers who qualify for bank loans can borrow at about nine percent, and the dealer charges more than twice that on comparable leases to customers with the coded device. (Id., ¶ 1-2). Various customers are quoted in the Robyn article expressing their satisfaction or dissatisfaction with the leasing program. (See, e.g., ¶ 13-¶ 23).

By contrast, claim 1, as amended, sets forth a method for leasing a motor vehicle to a credit challenged customer comprising the steps of: selecting a vehicle based on predetermined financial criteria; approving a lease for the vehicle;

> funding the lease, *wherein funding the lease comprises:*
>
> *establishing a leasing company by an auto dealership;*
>
> *acquiring a line of credit from a lending institution by the leasing company for providing a pool of funds for a plurality of leases, the line of credit including an interest based upon a plurality of credit parameters associated with the dealership* ;
>
> selecting and installing into the vehicle a device configured to render the vehicle operable for a predetermined period of time, the vehicle otherwise being inoperable with the installed device; activating the device to render the vehicle operable for a predetermined lease period after receiving a predetermined lease payment from the customer for the predetermined lease period; and delivering the vehicle to the customer. [*Emphasis added*]

Support for this amendment is found at paragraphs [0017] – [0019], as follows.

> The leasing system can also provide information on lines of credit and can provide assistance in completing an application. In one embodiment of the present invention, the leasing system can include an electronic line of credit application that can be completed and sent to a lending institution. In a preferred embodiment, the dollar amount for the line of credit is determined to be equal to the amount of business anticipated during a predetermined period, for example, two years and is represented by the formula:
>
> line of credit = deals per month * months in period * average deal value ($).
>
> * * *
>
> [0018] In addition, the leasing system can provide assistance to the leasing company in determining an approximate interest rate to be paid on the

> revolving line of credit. The leasing system can utilize financial information of the borrower and apply the information to an interest rate methodology used by a financial institution to determine the approximate interest rate. For example, the leasing system can determine that the line of credit should be secured at favorable interest rate that is directly related to the prime interest rate. The determined approximate interest rate can be the prime rate, a half-point under the prime rate, or a half-point over the prime rate, depending on the strength of the leasing company and the interest rate methodology used. As noted above, when the dealership establishes a leasing company the borrower is, in essence, the dealership, hence, in this situation, it is the financial strength of the dealership that will help to determine the interest rate.

Further, claim 19, as amended, recites a means for obtaining a funded lease for the vehicle*, the means for obtaining being configured to compute at least one predetermined financial parameter in electronic form based on at least one financial parameter.* (*Emphasis added*) Support for this amendment may be found in the specification in paragraphs [0036]-[0038], and in Figure 1.

The Examiner has provided the Robyn reference, which teaches a devise to render the vehicle inoperable, the vehicle otherwise being inoperable with the installed device; and a means or code for activating the device upon payment of a lease amount. However, Robyn does not disclose a means for obtaining a funded lease that is configured to compute at least one predetermined financial parameter in electronic form based on at least one financial parameter associated with the consumer.

The Examiner is reminded that "'[a] claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference.' Verdegaal Bros. v. Union Oil Co. of California, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987)." See Manual of Patent Examining Procedure, 8th Edition (MPEP), Section 2131.

In addition, "'[t]he identical invention must be shown in as complete detail as is contained in the ... claim.' Richardson v. Suzuki Motor Co., 868 F.2d 1226, 1236, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989)." See MPEP, Section 2131.

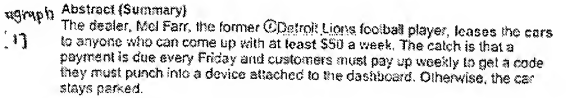
Several of the features recited by Applicant in claim 1 are not taught or suggested by Robyn. For example, Robyn does not teach or suggest the following:

> "funding the lease, *wherein funding the lease comprises: establishing a leasing company by an auto dealership;*

acquiring a line of credit from a lending institution by the leasing company for providing a pool of funds for a plurality of leases, the line of credit including an interest based upon a credit parameters associated with the dealership ;"

Robyn, as described above, sets forth minimal information on leasing transactions between an auto dealership and poor or credit challenged people. Applicants disagree with the Examiner's assertion that several of the claimed features are taught or suggested by Robyn. For example, the examiner stated that in paragraph 1, Robyn teaches approving a lease for the vehicle; funding the lease; selecting and installing into the vehicle a device capable upon activation of rendering the vehicle operable for a predetermined period of time, the vehicle otherwise being inoperable with the installed device; activating the device to render the vehicle operable for a predetermined lease period after receiving a predetermined lease payment from the customer for the predetermined lease period; (and) delivering the vehicle to the customer; that the step of approving the lease is performed electronically; and tracking predetermined lease information by a microprocessor.

Paragraph 1 of Robyn is reproduced below for convenience:


ngraph
1]
Abstract (Summary)
The dealer, Mel Farr, the former ©Detroit Lions football player, leases the cars to anyone who can come up with at least $50 a week. The catch is that a payment is due every Friday and customers must pay up weekly to get a code they must punch into a device attached to the dashboard. Otherwise, the car stays parked.

Upon review, it is apparent that the paragraph of Robyn does not teach all that the Examiner contends. In fact there is nowhere to be found in Paragraph 1 any reference to funding or approving a lease, delivering a vehicle to the customer, approving the lease electronically, and tracking predetermined lease information by a microprocessor. It is apparent that the Examiner is assuming facts that are not taught or suggested in the reference.

The other citations taken from Robyn are equally deficient of the teachings that the Examiner suggests, such as paragraphs 4 and 5:

[4] A car dealer here is making a big push into leasing used cars to poor people with no credit or bad credit. But the deals come with streetwise terms: miss a payment and the car won't start.

[5] The dealer, Mel Farr, the former ©Detroit Lions football player, leases the cars to anyone who can come up with at least $50 a week. The catch is that a payment is due every Friday and customers must pay up weekly to get a code they must punch into a device attached to the dashboard. Otherwise, the car stays parked.

Again, Robyn provides only anecdotal information about a leasing program between an auto dealer and his customers, but Robyn fails to provide each and every element of claim 1, as amended. Nor does Robyn provide the limitations provided in the claim. As amended, claim 1 clarifies certain relationships that may not have been clear to the Examiner. That is, that funding the lease is multi-step process in which the dealership, through a leasing company established by the dealership, acquires a line of credit through which it funds a plurality of leases, the line of credit including an interest based upon a plurality of credit parameters associated with the dealership. Robyn does not teach or suggest any of the back office systems and methods that are involved in the financing of leases, and merely recounts a story of one auto dealer that uses a dashboard mounted device for entering an activation code, in response weekly lease payments made by credit challenged customers.

Therefore, applicants respectfully submit that claims 1 and 19, as amended, are not anticipated by Robyn, and respectfully requests reconsideration and allowance of claims 1 and 19, as amended. Further, claims 8 and 10-12 are allowable as depending from what is believed to be an allowable independent claim. Claim 18 is allowable as a product-by-process claim that is completely defined by practicing the method of claim 1, as amended. And finally, claim 19, as amended, is allowable for the reasons set forth above.

Rejections Under 35 U.S.C. 103(a)

Ground 1

The Examiner rejected claims 2-7, 9, and 20 under 35 U.S.C. 103(a) as being unpatentable by Robyn in view of Official Notice.

In Paragraphs 11-18 of the Office Action, the Examiner stated the following:

> As per claim 2, Robyn teaches the method of claim 1 described above. Robyn does not the step of funding the lease further includes the step of

acquiring a line of credit. Official Notices is taken that the step of funding the lease further includes the step of acquiring a line of credit is old and well established in the business of funding lease for a motor vehicle. It would have been obvious to one having ordinary skill in the art at the time of the invention to have included the step of funding the lease further includes the step of acquiring a line of credit to the method for funding the lease.

As per claim 3 or 20, Robyn teaches the claim 2 described above. Robyn further teaches wherein the value of the line of credit is substantially equal to an amount of business anticipated during a predetermined period. Official Notices is taken that the line of credit is substantially equal to an amount of business anticipated is old and well established in the business of funding lease for a motor vehicle. It would have been obvious to one having ordinary skill in the art at the time of the invention to have included the step of funding the lease further includes the line of credit is substantially equal to an amount of business anticipated to the method for funding the lease.

As per claim 4, Robyn teaches the claim 1 described above. Robyn does not teach the predetermined financial criteria comprises the customer's need based on a dollar value per week lease payment the customer can afford. Official Notices is taken that the customer's need based on payment the customer can afford is old and well established in the business of funding lease for a motor vehicle. It would have been obvious to one having ordinary skill in the art at the time of the invention to have included the customer's need based on payment the customer can afford to the method for funding the lease.

As per claim 5, Robyn teaches the method of claim 1 described above. Robyn does not wherein the vehicle selected is selected from the group consisting of a current model year vehicle to a 5 model years old vehicle for a 36 month term lease; a 6 model years old vehicle to an 8 model years old vehicle for a 24 month term lease; and a 9 model years old vehicle to a 10 model years old vehicle for a 12 month term lease. Official Notices is taken that select vehicle model base on the leasing term is old and well established in the automobile leasing industry to assist the leasing company to select vehicle for its customer. It would have been obvious to one having ordinary skill in the art at the time of the invention to have included that select vehicle model base on the leasing term to the method for funding the lease.

As per claim 6, Robyn teaches the method of claim 1 described above. Robyn does not teach wherein the vehicle selected is selected from the group consisting of a vehicle with less than about 60,000 miles for a maximum 36 month lease term; a vehicle with about 60,000 miles to about 100,000 miles for a maximum 24 month lease term; and a vehicle with about 100,000 miles to about 130,000 miles for a maximum 12 month lease term. Official Notices is taken that select vehicle base on mileage or lease term is old and well established in the automobile leasing industry to assist the leasing company to select vehicle for its customer. It would have been obvious to one having ordinary skill in the art at the time of the invention to have included that select vehicle base on mileage or lease term to the method for funding the lease.

> As per claim 7, Robyn teaches the method of claim 1 described above. Robyn does not teach wherein the lease has a maximum net capitalized cost no greater than 120% of current NADA retail value. Official Notices is taken that lease has a cost not greater than certain percentage of retail value is old and well established in the automobile leasing industry to assist the leasing company to select vehicle for its customer. It would have been obvious to one having ordinary skill in the art at the time of the invention to have included that lease has a cost not greater than certain percentage of retail value to the method for funding the lease.
>
> As per claim 9, Robyn teaches the method of claim 1 described above. Robyn does not teach wherein the step of approving the lease is performed by a reviewer. Official Notices is taken that the step of approving the lease is performed by a reviewer is old and well established in the business of funding lease for a motor vehicle. It would have been obvious to one having ordinary skill in the art at the time of the invention to have included the step of approving the lease is performed by a reviewer the method for funding the lease.

Applicants respectfully traverse the rejection of claims 3-7, 9 and 20 under 35 U.S.C. § 103(a). The limitations of claim 2 are incorporated into amended claim 1, and claim 2 is cancelled, without prejudice. The Examiner's rejection of claim 2 is therefore rendered moot.

First, for the reasons set forth above with respect to claim 1, under 102(b), Applicants believe claim 1 to be an allowable independent claim. Claims 3-7 and 9 would therefore be allowable as depending from an allowable independent claim. Applicants further assert that the Examiner's attempt to reject claims 3-7, 9 and 20 in view of Official Notice of the business of funding a lease for a motor vehicle is clearly improper. As clearly stated in § 2144.03 of the MPEP:

> It is never appropriate to rely solely on "common knowledge" in the art without evidentiary support in the record, as the principal evidence upon which a rejection was based. Zurko, 258 F.3d at 1385, 59 USPQ2d at 1697 ("[T]he Board cannot simply reach conclusions based on its own understanding or experience-or on its assessment of what would be basic knowledge or common sense. Rather, the Board must point to some concrete evidence in the record in support of these findings."). While the court explained that, "as an administrative tribunal the Board clearly has expertise in the subject matter over which it exercises jurisdiction," it made clear that such "expertise may provide sufficient support for conclusions [only] as to peripheral issues." Id. at 1385-86, 59 USPQ2d at 1697. As the court held in Zurko, an assessment of basic knowledge and common sense that is not based on any evidence in the record lacks substantial evidence support. Id. at 1385, 59 USPQ2d at 1697.

For the reasons set forth above under §102(b), claim 1, as amended, is not anticipated by Robyn, thus rendering Official Notice as the Examiner's sole basis for rejections of claims 3-7, 9 and 20. Thus, since the Examiner's reliance on Official Notice is solely as the basis for the rejection under 35 U.S.C. §103(a) is clearly improper, and claims 3-7, 9 and 20 are therefore allowable.

Ground 2

The Examiner rejected claims 21-22 and 25-26 under 35 U.S.C. 103(a) as being unpatentable over Robyn.

In Paragraphs 19-23 of the Office Action, the Examiner stated the following:

> With reference to claim 21, the specifics of the funding the lease and selected vehicle can be construed as non-functional descriptive material and are not functionally related to the method for leasing said selected vehicle. Said non-functional descriptive material is given little patentable weight. See Gulack, 703 F.2d at 1384, 217 USPQ at 403; see also Diehr, 450 U.S. at 191,209 USPQ at 10.
>
> As per claim 22, Robyn teaches the system of claim 21 described above. Robyn et al. further teaches wherein the device capable upon activation of rendering the vehicle operable for a predetermined period of time comprises a device with a microprocessor connected to the vehicle's ignition system to prevent starting of the vehicle without a predetermined authorization (paragraph 1, 11-12).
>
> As per claim 25, Robyn teaches the system of claim 22 described above. Robyn further teaches wherein the activating means comprises:
> entering into the microprocessor upon delivery of the vehicle to the customer a plurality of predetermined authorization codes, each of the codes upon activation rendering the vehicle operable for the predetermined period; supplying to the customer an authorization code for a paid predetermined period; and entering into the microprocessor the authorization code for the paid predetermined period, thereby rendering the vehicle operable for the predetermined period (paragraph 1, 11-12).
>
> With reference to claim 26, the specifics of the lease term can be construed as nonfunctional descriptive material and are not functionally related to the method for leasing said selected vehicle. Said non-functional descriptive material is given little patentable weight. See Gulack, 703 F.2d at 1384,217 USPQ at 403; see also Diehr, 450 U.S. at 191, 209 USPQ at 1.

Applicants respectfully traverse the rejection of claims 21-22 and 25-26 under 35 U.S.C. § 103(a).

First, claims 21-22 and 25-26 depend directly or indirectly from claim 19, which Applicants believe to be allowable for the reasons set forth above with respect to §102(b). Further, the Examiner's reliance on *In re Gulack* is misplaced. Specifically, the Examiner stated that non-functional descriptive material is given little patentable weight. However, MPEP §2112.01 provides:

> Where the only difference between a prior art product and a claimed product is printed matter that is not functionally related to the product, the content of the printed matter will not distinguish the claimed product from the prior art. In re Ngai, **>367 F.3d 1336, 1339, 70 USPQ2d 1862, 1864 (Fed. Cir. 2004)< (Claim at issue was a kit requiring instructions and a buffer agent. The Federal Circuit held that the claim was anticipated by a prior art reference that taught a kit that included instructions and a buffer agent, even though the content of the instructions differed.). See also In re Gulack, 703 F.2d 1381, 1385-86, 217 USPQ 401, 404 (Fed. Cir. 1983)("Where the printed matter is not functionally related to the substrate, the printed matter will not distinguish the invention from the prior art in terms of patentability...[T]he critical question is whether there exists any new and unobvious functional relationship between the printed matter and the substrate.").

The Examiner is improperly equating *printed matter* not functionally related to the device with the *descriptive matter* set forth in claim 21, as amended, and claims 22, 25 and 26. Claim 21 has been amended to conform the claim language to the amendments to claim 19 from which claim 21 depends. Claims 21-22 and 25-26 set forth more than simply printed matter, and Applicants submit that patentable weight may be given to each of claims 21-22 and 25-26. E.g., claim 21 sets forth a "means for obtaining" and specifies system parameters that may be applied in obtaining funding of the lease. Claim 22, as amended includes a device with a microprocessor connected to the vehicle's ignition system; claim 25, as amended, includes one embodiment of an activating means including a microprocessor for receiving activation codes and rendering the vehicle operable. These are clearly functional limitations that involve more than mere printed matter such as instructions included in a kit.

Therefore, claims 21-22 and 25-26 are not unpatentable under §103(a) by Robyn, either alone or as mere nonfunctional descriptive material.

Ground 3

The Examiner rejected claims 13-16 under 35 U.S.C. 103(a) as being unpatentable by Robyn in view of Simon.

In Paragraphs 24-28 of the Office Action, the Examiner stated the following:

> As claim 13, Robyn teaches the method of claim 1 described above. Robyn does not teach wherein the step of activating the device comprises transferring an authorization code selected from the group consisting of using a keypad, via radio waves and via a cellular telephone. Simon et al. further teaches wherein the step of activating the device comprises transferring an authorization code selected from the group consisting of using a keypad, via radio waves and via a cellular telephone (see column 7, lines 38-53, where "radio frequency" is equivalent of "radio wave" and column 10, lines 19-20).
>
> Therefore, it would be prima facie obvious to one of ordinary skill in the art at the time the invention was made to add the step of activating the device feature to the method of Robyn because Simon teaches that adding the feature help to improve timely repayment of a loan (see column 2, lines 61-64 of Simon et al.).
>
> As per claim 14, Robyn teaches the method of claim 13 described above. Robyn does not teach entering into the microprocessor upon delivery of the vehicle to the customer a plurality of predetermined authorization codes, each of the codes upon activation rendering the vehicle operable for the predetermined period; supplying to the customer the authorization code for a paid predetermined period; and entering into the microprocessor the authorization code for the paid predetermined period, thereby rendering the vehicle operable for the paid predetermined period.
>
> Simon et al. further teaches wherein the step of activating the device to render the vehicle operable for the predetermined lease period comprises the steps of: entering into the microprocessor upon delivery of the vehicle to the customer a plurality of predetermined authorization codes, each of the codes upon activation rendering the vehicle operable for the predetermined period; supplying to the customer the authorization code for a paid predetermined period; and entering into the microprocessor the authorization code for the paid predetermined period, thereby rendering the vehicle operable for the paid predetermined period (see abstract, column 1, line 62-column 2, line 55, and column 6, line 50-column 7, line 3).
>
> Therefore, it would be prima facie obvious to one of ordinary skill in the art at the time the invention was made to add entering into the microprocessor upon delivery of the vehicle to the customer a plurality of predetermined authorization codes feature to the method of Robyn because Simon teaches that adding the feature help to improve timely repayment of a loan (see column 2, lines 61-64 of Simon et al.).

As per claim 15, Robyn and Simon et al. teach the method of claim 14 described above. Robyn further teaches wherein the paid predetermined period is a lease payment period (¶ 1).

As per claim 16, Robyn and Simon et al. teach the method of claim 14 described above. Robyn does not teaches the plurality of predetermined authorization codes includes an emergency code for allowing the vehicle to be operated for a period of predetermined short duration in response to an emergency and a reset code for resetting a previously activated emergency code. Simon further teaches the plurality of predetermined authorization codes includes an emergency code for allowing the vehicle to be operated for a period of predetermined short duration in response to an emergency and a reset code for resetting a previously activated emergency code (see column 7, lines 18-53).

Therefore, it would be prima facie obvious to one of ordinary skill in the an at the time the invention was made to add the plurality of predetermined authorization codes includes an emergency code feature to the method of Robyn because Simon teaches that adding the feature help to improve timely repayment of a loan (see column 2, lines 61-64 of Simon et al.).

Applicants respectfully traverse the rejection of claims 13-16 under 35 U.S.C. § 103(a).

For the reasons set forth above with respect to claim 1, under 102(b), Applicants believe claim 1 to be an allowable independent claim. Claims 13-16 would therefore be allowable as depending directly or indirectly from an allowable independent claim.

Ground 4

The Examiner rejected claims 17 and 23 under 35 U.S.C. 103(a) as being unpatentable by Robyn in view of Streit.

In Paragraphs 29-31 of the Office Action, the Examiner stated the following:

As per claim 17, Robyn teaches the method of claim 1 described above. Robyn does not teaches the method further including the step of selecting and installing in the vehicle a device for tracking the vehicle selected from the group consisting of a Global Positional System device and a Radio Frequency Identification device. Donald teaches the method further including the step of selecting and installing in the vehicle a device for tracking the vehicle selected from the group consisting of a Global Positional System device and a Radio Frequency Identification device (see abstract).

Therefore, it would be prima facie obvious to one of ordinary skill in the art at the time the invention was made to add the step of selecting and installing in the vehicle a device for tracking the vehicle selected from the group consisting of a Global Positional System device and a Radio Frequency Identification device feature to the method for leasing a motor vehicle of Robyn because Donald

teaches that adding the features help to track a vehicle (see abstract and column 2).

As per claim 23, Robyn teaches a system of claim 19 described above. Donald further teaches comprise a device for tracking the vehicle selected from the group consisting of a Global Positional System device and a Radio Frequency Identification device (see abstract).

Therefore, it would be prima facie obvious to one of ordinary skill in the art at the time the invention was made to add a device for tracking the vehicle selected from the group consisting of a Global Positional System device and a Radio Frequency Identification device feature to the system for leasing a motor vehicle of Simon et al. because Donald teaches that adding the features help to track a vehicle (see abstract and column 2).

Applicants respectfully traverse the rejection of claims 17 and 23 under 35 U.S.C. § 103(a). Claims 17 and 23 depend claim 1 and claim 19, respectively. For the reasons set forth above with respect to §102(b), claims 1 and 19, as amended, are believed to be allowable. Therefore, claims 17 and 23 would be allowable as depending from an allowable independent claim.

Ground 5

The Examiner rejected claims 24 and 27 under 35 U.S.C. 103(a) as being unpatentable by Robyn in view of Simon.

In Paragraphs 32-35 of the Office Action, the Examiner stated the following:

As per claim 24, Robyn teaches the system of claim 19 described above. Simon et al. further teaches wherein the means for activating the device includes transferring an authorization code selected from the group consisting of using a keypad, via radio waves and via a telephone (see column 7, lines 38-53 and column 10, lines 19-20).

Therefore, it would be prima facie obvious to one of ordinary skill in the art at the time the invention was made to add wherein the means for activating the device includes transferring

an authorization code selected from the group consisting of using a keypad, via radio waves and via a telephone feature to the system for leasing a motor vehicle of Robyn. Because Simon teaches that adding the feature help to enable and disable equipment in response to receipt of loan payments (column 3, lines 1-3).

As per claim 27, Robyn teaches the system of claim 25 described above. Simon et al. further teaches wherein the plurality of predetermined authorization codes includes an emergency code for allowing the vehicle to be operated for a period of predetermined short duration in response to an emergency and a reset

code for resetting a previously activated emergency code (see column 7, lines 18-37).

Therefore, it would be prima facie obvious to one of ordinary skill in the art at the time the invention was made to add an emergency code for allowing the vehicle to be operated for a period of predetermined short duration in response to an emergency and a reset code for resetting a previously activated emergency code to the system for leasing a motor vehicle of Robyn because Simon teaches that adding the feature help to enable and disable equipment in response to receipt of loan payments (column 3, lines 1-3).

Applicants respectfully traverse the rejection of claims 24 and 27 under 35 U.S.C. § 103(a). Claims 24 and 27 depend directly or indirectly from claim 19. For the reasons set forth above with respect to §102(b), claim 19, as amended, is believed to be allowable. Therefore, claims 24 and 27 would be allowable as depending from an allowable independent claim.

CONCLUSION

Applicants respectfully requests entry of the above amendment. For at least the reasons set forth above, Applicant respectfully requests reconsideration of the Application and withdrawal of all outstanding objections and rejections. Applicant respectfully submits that the claims are not anticipated by, nor rendered obvious in view of the cited art either alone or in combination and thus, are in condition for allowance. Thus, Applicant requests allowance of all pending claims in a timely manner. If the Examiner believes that prosecution of this Application could be expedited by a telephone conference, the Examiner is encouraged to contact the Applicant's undersigned representative.

This Response has been timely filed and no fee is believed to be due. In the event that Applicants are mistaken in these calculations, the Commissioner is hereby authorized to charge indicated fees and credit any overpayments to Deposit Account No. 50-1059.

Respectfully submitted,

Dated: February 8, 2008

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